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BROCADE COMMUNICATIONS SYSTEMS, INC. AND  
FOUNDRY NETWORKS, LLC

FILED

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NORTHERN DISTRICT OF CALIFORNIA

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

CLEL

BROCADE COMMUNICATIONS  
SYSTEMS, INC., a Delaware corporation,  
and FOUNDRY NETWORKS, LLC, a  
Delaware limited liability company,

Plaintiffs,

v.

A10 NETWORKS, INC., a California  
corporation, LEE CHEN, an individual,  
RAJKUMAR JALAN, an individual, RON  
SZETO, an individual, and DAVID  
CHEUNG, an individual,

Defendants.

CV 10-03428

Case No.

EDL

COMPLAINT FOR PATENT  
INFRINGEMENT, TRADE SECRET  
MISAPPROPRIATION, BREACH OF  
CONTRACT, INTERFERENCE  
WITH PROSPECTIVE ECONOMIC  
ADVANTAGE, INTERFERENCE  
WITH CONTRACT, AND UNFAIR  
COMPETITION UNDER CAL. BUS.  
& PROF. CODE §§ 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Brocade Communications Systems, Inc. ("Brocade") and Foundry Networks,  
2 LLC ("Foundry") (together, "Plaintiffs") allege as follows:

3 1. Plaintiffs bring this action against defendants A10 Networks, Inc. ("A10"), Lee  
4 Chen, Rajkumar Jalan, Ron Szeto, and David Cheung (collectively, "the Defendants") for patent  
5 infringement, trade secret misappropriation, breach of contract, interference with prospective  
6 economic advantage, interference with contract, and unfair competition under California Business  
7 & Professions Code §§ 17200 *et seq.* This is an action for damages and injunctive relief arising  
8 out of the Defendants' systematic theft and infringement of Plaintiffs' most valuable proprietary  
9 information in application delivery technology. A10 is an entity composed primarily of former  
10 employees of Foundry and Brocade and A10 was built unlawfully by exploiting Plaintiffs'  
11 intellectual property.

#### 12 **THE PARTIES**

13 2. Plaintiff Brocade is a Delaware corporation with its principal place of business at  
14 130 Holger Way, San Jose, California.

15 3. Plaintiff Foundry is a Delaware limited liability company and was previously  
16 named Foundry Networks, Inc. Foundry is a wholly owned subsidiary of Brocade. Brocade  
17 acquired Foundry in December 2008, and thereafter has sold and further developed the former  
18 Foundry products.

19 4. Defendant A10 is a California corporation with its principal place of business at  
20 2309 Bering Drive, San Jose, California.

21 5. Defendant Lee Chen is a former founder and employee of Foundry and, on  
22 information and belief, is the founder and Chief Executive Officer of A10. Chen resides in  
23 Saratoga, California.

24 6. Defendant Rajkumar Jalan is a former Foundry employee. Jalan resides in  
25 Saratoga, California.

26 7. Defendant Ron Szeto is a former Foundry employee. Szeto resides in Pleasanton,  
27 California.

28 8. Defendant David Cheung is a former Foundry and Brocade employee. Cheung

1 resides in Cupertino, California.

2 **JURISDICTION AND VENUE**

3 9. This Court has subject matter jurisdiction over this action pursuant to, *inter alia*,  
4 28 U.S.C. §§ 1331, 1338(a) and (b), 1367, and the Patent Act, 35 U.S.C. §§ 1 *et seq.*

5 10. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because, *inter alia*,  
6 a substantial part of the events and omissions giving rise to the claims occurred here and the  
7 Defendants reside in this district and are subject to personal jurisdiction in this district. Division  
8 assignment to the San Jose Division of the United States District Court for the Northern District  
9 of California is proper pursuant to Civil Local Rule 3-2(e) because this is an Intellectual Property  
10 Action that arose in, among other places, Santa Clara County.

11 **FACTUAL ALLEGATIONS**

12 **A. Brocade, Foundry And The Layer 4-7 Proprietary Technology.**

13 11. Brocade is an industry leader in providing innovative, high-performance, and  
14 reliable networking solutions. The United States Patent and Trademark Office has acknowledged  
15 Brocade's innovative leadership in this field by awarding to Brocade nearly 100 patents in the  
16 United States alone.

17 12. Prior to Brocade's acquisition of Foundry, Foundry was an industry leader in the  
18 design, manufacture, and sale of networking solutions, including application delivery systems  
19 (also referred to as "Layer 4-7" systems), and also was awarded numerous U.S. patents. After the  
20 acquisition, Foundry's employees (including Defendant Cheung) became Brocade employees,  
21 and Brocade began selling and further developing the former Foundry products, including the  
22 Layer 4-7 systems, such as the ServerIron and ADX product lines.

23 13. Foundry and now Brocade are leading innovators in application delivery systems,  
24 including server load balancers and other networking technology intended to optimize Internet  
25 performance and reliability. The technology at issue may be used, for example, to optimize  
26 network traffic between the Internet and a group of web servers. Application delivery technology  
27 has been and is a fundamental part of Plaintiffs' ServerIron and ADX products.

28 14. The U.S. Patent and Trademark Office awarded Foundry numerous patents (later

1 assigned to Brocade) for its Layer 4-7 technology and other networking technology. Among  
2 them are U.S. Patent Nos. 7,558,195 ("the '195 Patent"), 7,581,009 ("the '009 Patent"),  
3 7,454,500 ("the '500 Patent"), 7,574,508 ("the '508 Patent"), 7,649,427 ("the '427 Patent"),  
4 7,657,629 ("the '629 Patent"), 7,584,301 ("the '301 Patent"), 7,716,370 ("the '370 Patent"), and  
5 7,720,977 ("the '977 Patent") (collectively, "the Patents-in-suit").

6 15. Plaintiffs have invested millions of dollars and enormous amounts of time into the  
7 research, development, design and refinement of their products, including the ServerIron and  
8 ADX products. Such investment is necessary to design the sophisticated processes and  
9 equipment that will satisfy the high standards of performance and reliability required by  
10 Plaintiffs' customers.

11 16. Through the substantial investment of time and money, Plaintiffs have developed  
12 proprietary and confidential technical information used in connection with their Layer 4-7  
13 technology, ServerIron products, and ADX products. This proprietary information concerns, for  
14 instance, the design and technology best suited for the products, software code, including source  
15 code written for the products, the performance capabilities, constraints and challenges for the  
16 product, as well as potential product development plans. These trade secrets have allowed, and  
17 continue to allow, Plaintiffs to design, implement, customize, service, and sell the ServerIron and  
18 ADX products in an effective and cost-efficient manner.

19 17. Along with the above-described technical trade secrets, Plaintiffs have developed a  
20 great deal of valuable, proprietary, and confidential information regarding the customers and  
21 marketing of their ServerIron and ADX products, including, for instance: the unique needs,  
22 attitudes, constraints, and experiences of each customer; the features and specifications of the  
23 products and systems that each customer has purchased or needs; the terms of agreements  
24 between Plaintiffs and their customers; and the identities and preferences of key personnel at each  
25 customer. These trade secrets have allowed, and continue to allow, Plaintiffs to optimize their  
26 offerings, contracts, pricing, performance, marketing and sales, and to maintain good  
27 relationships with their customers.

28 18. Plaintiffs also have developed a great deal of confidential, proprietary, and

1 valuable information regarding the skill levels, experience, specialties, performance attributes,  
2 compensation levels, and attitudes of their employees. These trade secrets have enabled, and  
3 continue to enable, Plaintiffs to maintain their premier employee base, and to allocate those  
4 employees who are best suited and/or most experienced to particular customers and projects, all  
5 of which enhances Plaintiffs' technology, products, performance, and relationships with their  
6 customers and prospective customers.

7 19. Plaintiffs have exercised reasonable efforts to preserve the secrecy of the above-  
8 described trade secrets. Among other measures, Plaintiffs' employees, in consideration for their  
9 employment and receipt of confidential information, are required to sign agreements not to  
10 disclose to any unauthorized person, or to use for any unauthorized purpose, any secret,  
11 confidential or proprietary information connected with Plaintiffs' businesses.

12 20. Defendant Chen was a co-founder of Foundry, and served as its Vice President of  
13 Software Engineering until his departure in September 2004. Chen supervised teams of engineers  
14 responsible for the development of Foundry's Layer 4-7 technology, as well as Foundry's  
15 ServerIron products. Chen had complete access to Foundry's technical, customer and employee  
16 trade secrets described above, including design documentation, product development plans and  
17 software code used in Foundry's products. Chen also supervised the named inventors of the  
18 Patents-in-suit and was on Foundry's patent review committee.

19 21. As a founder and executive officer, Chen enjoyed a position of trust and  
20 confidence at Foundry, which gave him full access to all aspects of Foundry's proprietary  
21 technology and intellectual property. In particular, Chen was aware that Foundry had filed  
22 several patent applications, some of which resulted in the Patents-in-suit, and maintained its  
23 secret technical, customer, and employee information as trade secrets. Chen also had personal  
24 knowledge of the Foundry technology disclosed and claimed in the Patents-in-suit and the  
25 Foundry products that embodied that technology.

26 22. On July 7, 2004, while still employed by Foundry, Chen formed Raksha Networks,  
27 Inc. Raksha Networks was later renamed as A10. On information and belief, before forming his  
28 company, Chen devoted substantial time and effort to the development of A10. On information

1 and belief, Chen resigned from Foundry to devote his efforts solely to Raksha/A10.

2 23. On information and belief, Chen covertly, and under a pretext of developing non-  
3 competing products, decided that A10 would operate in precisely the same specialized market as  
4 Foundry, and thereby compete directly with Foundry. Consequently, Chen set out to build his  
5 company and develop products (the "Accused Products"), such as the A10 AX Series network  
6 devices, that would copy and compete directly with the Foundry ServerIron products which he  
7 helped develop while at Foundry.

8 24. Chen and A10 recruited and hired more than two dozen employees from Plaintiffs.  
9 At any given time since its inception, the ex-employees of Plaintiffs comprised anywhere from  
10 1/3 to 1/2 of A10's entire work force. On information and belief, A10 developed, marketed, and  
11 sold its products through the acquisition and use of Plaintiffs' trade secrets. On information and  
12 belief, Chen determined the features to include in the Accused Products with full knowledge of  
13 the content of the Patents-in-suit.

14 25. Defendants Jalan and Szeto are former Foundry employees who, on information  
15 and belief, were specifically recruited by Chen to work for A10. On information and belief, Chen  
16 targeted Jalan and Szeto because of their intimate knowledge of Foundry's valuable proprietary  
17 technology and trade secrets as a result of their work in the development of the ServerIron  
18 products, as well as their institutional knowledge of Foundry and its networking products,  
19 including Layer 2-3 and other Layer 4-7 products. While employed at Foundry, Jalan was the  
20 chief architect of the ServerIron product line and Szeto was a senior engineer closely involved  
21 with Jalan in the development of the ServerIron product line. Both Jalan and Szeto also worked  
22 at Foundry on Foundry's Layer 2-3 networking products.

23 26. On information and belief, the hiring of Jalan and Szeto by A10 was strategic and  
24 deliberate – to enable A10 to jump-start its development and bring to market a competing product  
25 line in 2-3 years (or less) instead of a norm of 7-10 years in this industry. Chen later publicly  
26 boasted in an interview to an industry publication that the success of his company was due to the  
27 fact that he had recruited "two of the best engineers from Foundry."

28 27. On information and belief, Jalan is A10's Chief Technology Officer and Szeto is a

1 Software Manager at A10. On information and belief, Jalan and Szeto have been deeply involved  
2 in the development of the Accused Products from the time they joined A10 to the present and  
3 both knew of the underlying patent applications that yielded the Patent-in-suit and of Foundry's  
4 activities to patent its technology.

5 28. Before leaving Foundry, Jalan and Szeto were very familiar with the Foundry trade  
6 secrets, the design, performance, and constraints of the Foundry products, and the technology  
7 identified in the Patents-in-suit, as well as the Foundry patent applications filed thereon. For  
8 example, Jalan is a named inventor on the '195 Patent, the '009 Patent, and the '500 Patent. On  
9 information and belief, Jalan and Szeto used the Foundry trade secrets, including Foundry's  
10 source code, in the development of the A10 products and developed the A10 products with full  
11 knowledge of the content of the Patents-in-suit.

12 29. Defendant Cheung is a former Foundry and Brocade Layer 4-7 software engineer  
13 who served in various roles at both companies, including Director of Layer 4-7 Software, from  
14 July 1998 until his termination on March 15, 2010. Cheung also had access to Plaintiffs' trade  
15 secrets during his employment at Foundry and later Brocade.

16 30. On information and belief, Cheung maintained a close relationship with Chen  
17 during and after Chen's employment at Foundry.

18 31. On information and belief, it was common practice, after Chen left Foundry, for  
19 Chen to regularly socialize at Silicon Valley area restaurants and to frequently communicate by  
20 electronic mail with Cheung and other Foundry and Brocade engineers (several of whom  
21 subsequently joined A10). On information and belief, at least Jalan also has been in  
22 communication with Foundry and Brocade engineers since joining A10.

23 32. On information and belief, Chen and other A10 employees used these social  
24 gatherings to selectively recruit Plaintiffs' employees that had knowledge of Plaintiffs'  
25 proprietary technology and trade secrets to leave Plaintiffs and join A10.

26 33. On information and belief, at Chen's request, Cheung met with Chen and A10  
27 engineers at A10's facility.

28 34. On information and belief, at Chen's request, Cheung disclosed Plaintiffs'



1 technical trade secrets to Chen and A10 engineers with knowledge that Chen and the A10  
2 engineers would use the information for A10's benefit.

3 35. As Foundry employees, the individual defendants each signed contracts entitled  
4 "Proprietary Information and Inventions Agreement" (the "Agreement"). Paragraph 1 of the  
5 Agreement is entitled "Recognition of Company's Rights; Nondisclosure," and provides:

6 At all times during the term of my employment and thereafter, I  
7 will hold in strictest confidence and will not disclose, use, lecture  
8 upon or publish any of the Company's Proprietary Information  
9 (defined below), except as such disclosure, use or publication may  
10 be required in connection with my work for the Company, or unless  
11 an officer of the Company expressly authorizes such in writing. I  
12 hereby assign to the Company any rights I may have or acquire in  
such Proprietary Information and recognize that all Proprietary  
Information shall be the sole property of the Company and its  
assigns and that the Company and its assigns shall be the sole  
owner of all patent rights, copyrights, mask work rights, trade secret  
rights and all other rights throughout the world in connection  
therewith.

13 36. The Agreement defines "Proprietary Information" as "trade secrets, confidential  
14 knowledge, data or any other proprietary information of the Company." By way of illustration,  
15 but not limitation, the Agreement specified that Proprietary Information includes "information  
16 regarding plans for research, development, new products, marketing and selling, business plans,  
17 budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers;  
18 and information regarding the skills and compensation of other employees of the Company."

19 37. Paragraph 3(a) of the Agreement is entitled "Assignment of Inventions," and it  
20 provides:

21 I hereby assign to the Company all my right, title and interest in and  
22 to any and all Inventions (and all Proprietary Rights with respect  
23 thereto) whether or not patentable or registerable under copyright or  
24 similar statutes, made or conceived or reduced to practice or learned  
by me, either alone or jointly with others, during the period of my  
employment with the Company.

25 38. Paragraph 7 of the Agreement is entitled "Additional Activities," and it provides:

26 I agree that during the period of my employment with the Company  
27 I will not, without the Company's express written consent, engage  
28 in any employment or business activity other than for the Company,  
and for the period of my employment by the Company and for one  
(1) year after the date of my employment by the Company I will not  
(i) induce any employee of the Company to leave the employ of the



1 Company or (ii) solicit the business of any client or customer of the  
2 Company (other than on behalf of the Company).

3 39. Defendants Chen, Cheung, Jalan and Szeto continue to owe a contractual duty to  
4 Plaintiffs not to disclose, use or retain their trade secrets without express written authorization.  
5 The executed agreements are attached to the Complaint as **Exhibits A through D**, respectively.

6 **B. Defendants Have Misappropriated Plaintiffs' Trade Secrets And Valuable**  
7 **Information.**

8 40. On information and belief, the Defendants have engaged in schemes to  
9 misappropriate for A10's use Plaintiffs' intellectual property with which they have familiarity as  
10 a result of their employment, experience, and positions of confidence and trust at Foundry and  
11 Brocade. The Defendants have misappropriated Plaintiffs' technical trade secrets as described  
12 above, as well as the sales, marketing, and customer trade secrets. These were acquired through  
13 the illicit use of Plaintiffs' employee trade secrets to enable Defendants to recruit Plaintiffs'  
14 personnel. In effect, the Defendants embarked on a strategy to unlawfully leverage all aspects of  
15 Plaintiffs' confidential and proprietary information in order to form a "turn-key" enterprise to  
16 compete unfairly against the Plaintiffs in their unique market segment.

17 41. According to a recent article published in the San Jose Mercury News, A10 has  
18 sixty-seven employees. Of those, no fewer than twenty-four are former Foundry and Brocade  
19 employees with intimate knowledge of Plaintiffs' proprietary technology, intellectual property  
20 and highly-sensitive customer lists and contact information.

21 42. On information and belief, the Defendants strategically recruited Plaintiffs'  
22 employees with access to and knowledge of critical trade secrets and proprietary information. For  
23 example, on information and belief, while the accused AX product was being planned, designed  
24 and developed, A10's recruitment efforts from Foundry focused on, though was not limited to, a  
25 significant number of Foundry engineers with access to and knowledge of Plaintiffs' source code  
26 and other technical trade secrets, including Defendants Jalan and Szeto, Dan Chen, John Jokom,  
27 Martina Pavloff, Brian Cho, Wen Chiu, John Wei, Steve Dwyer, Joyce Taylor, John Forte, Nick  
28 Loglisci, Phillip Kwan, Gurudeep Kamat, and Liang Han. On information and belief, a number

1 of these individuals, including Loglisci, Wei, and Taylor, were privy to highly confidential sales,  
2 marketing and customer information, including Plaintiffs' customer trade secrets. On information  
3 and belief, each of these individuals also had access to Plaintiffs' employee trade secrets.

4 43. On information and belief, A10 was funded at least in part by the investments of  
5 several current and former Foundry and Brocade employees, including Cheung who continued to  
6 work at Foundry, and later Brocade, where he had unfettered access to Plaintiffs' trade secrets  
7 and proprietary information.

8 **C. A10 Announces A Competing Product And Recruits Plaintiffs' Sales Staff To Sell It.**

9 44. On information and belief, in and around late 2007, A10 announced a product line  
10 known as the AX Series. The AX Series directly competes with the ServerIron and ADX  
11 products. On information and belief, by using Plaintiffs' trade secrets, A10 was able to bring the  
12 AX Series products to market more quickly and more cheaply than would have otherwise been  
13 possible, thereby gaining an unfair competitive advantage over the Plaintiffs.

14 45. On information and belief, the A10 AX Series products utilize software code  
15 copied or substantially derived from Plaintiffs' trade secret software code.

16 46. On information and belief, A10, including Chen, Jalan, and Szeto after their  
17 employment by Foundry ended, possessed and, on information and belief still possess, one or  
18 more unauthorized copies of the Foundry source code, which embodies Plaintiffs' trade secrets.  
19 The individual defendants and others at A10 used this Foundry source code to develop the  
20 software code for the Accused Products, and actually incorporated the Foundry source code in  
21 whole or in part, into the code for the competing AX series.

22 47. On information and belief, between 2008 and 2010, after having built the AX  
23 Series products, which bear striking similarities to Plaintiffs' ServerIron products, A10  
24 commenced a second phase of recruitment targeting Plaintiffs' sales and marketing personnel so  
25 that A10 could leverage Plaintiffs' experience, knowledge, and customer contacts to sell the AX  
26 Series products to Plaintiffs' actual and prospective customers.

27 48. On information and belief, A10 recruited from Plaintiffs vital sales personnel to  
28 join A10, including Lynn Sommerset, Todd Harcourt, Guy Butler, Bryan Meckley, Asoka De

1 Saram, Roland Messmer, and Vincent Mischke. On information and belief, during their  
2 employment at Foundry and Brocade, these employees had access to trade secrets, including  
3 confidential sales and marketing information regarding Plaintiffs' products and customers. On  
4 information and belief, after joining A10, the Plaintiffs' former sales personnel continued to  
5 market and sell to the same customers on behalf of A10 using Plaintiffs' trade secrets.

6 49. On information and belief, A10 marketed its products by using Plaintiffs'  
7 proprietary information and disrupting Plaintiffs' anticipated business relations. For example, on  
8 information and belief, A10 claimed publicly that it "knows the weaknesses of Brocade's  
9 products and fixed them." In addition, on information and belief, A10 stated that it provides the  
10 "next generation of Foundry product" and that it offers "twice the performance at half the price"  
11 of the ServerIron and ADX products. A10 even induced Plaintiffs' employees to intentionally  
12 interfere with customer sales calls and meetings prior to their departure from Foundry and  
13 Brocade. The combination of A10's unauthorized use of Plaintiffs' trade secrets and the false and  
14 misleading statements to customers regarding Plaintiffs' businesses, products, and services has  
15 resulted in the actual interference with Plaintiffs' prospective economic advantage and relations.  
16 A10's practices have harmed longstanding customer relationships and have resulted in lost  
17 business.

18 50. As a result of the conduct described above, A10 (and/or third parties acting on  
19 A10's behalf) manufactures, imports, sells, and/or offers to sell products, including its AX Series  
20 products, that infringe the Patents-in-suit. A10 has competed directly with Plaintiffs' products  
21 and product lines, such as the ServerIron products, on which some or all of these former  
22 employees worked. On information and belief, some or all of these former Foundry and Brocade  
23 employees have worked on the Accused Products.

24 **FIRST CLAIM FOR RELIEF**  
25 **(Infringement of U.S. Patent 7,558,195 Against All Defendants Except Cheung)**

26 51. Each of the foregoing paragraphs is incorporated in this First Claim for Relief as if  
27 fully set forth herein.  
28

1           52.     On July 7, 2009, the '195 Patent duly and legally issued to Foundry under its  
2 former name of Foundry Networks, Inc. This patent is titled "System and Method for Providing  
3 Network Route Redundancy Across Layer 2 Devices." A copy of the '195 Patent is attached  
4 hereto as **Exhibit E** and made a part hereof.

5           53.     Brocade is the owner of the '195 Patent pursuant to an assignment from Foundry  
6 and has the right to enforce the '195 Patent, including the right to bring this suit for injunctive  
7 relief and damages.

8           54.     On information and belief, A10, Chen, Jalan, and Szeto have infringed and are  
9 infringing the '195 Patent by making, using, selling, offering for sale, and/or importing, without  
10 authority, products and services that are covered by one or more claims of the '195 Patent,  
11 including, but not limited to, the Accused Products like the AX Series products.

12           55.     On information and belief, A10 and certain of its officers and employees,  
13 including, but not limited to, Chen, Jalan, and Szeto, are aware of the existence of the '195 Patent  
14 and/or one or more of the applications underlying the patent and, despite such knowledge, A10,  
15 Chen, Jalan, and Szeto continue to willfully, wantonly and deliberately engage in acts of  
16 infringement, as that term is defined in 35 U.S.C. § 271, without regard to the '195 Patent.

17           56.     Brocade has been and continues to be damaged by the infringement by A10, Chen,  
18 Jalan, and Szeto of the '195 Patent, in an amount to be determined at trial.

19           57.     Brocade has suffered irreparable injury for which there is no adequate remedy at  
20 law and will continue to suffer such irreparable injury unless the aforementioned infringement of  
21 the '195 Patent is enjoined by this Court.

22           58.     This is an exceptional case and entitles Brocade to attorneys' fees and costs  
23 incurred in prosecuting this action under 35 U.S.C. § 285.

24                               **SECOND CLAIM FOR RELIEF**  
25                               **(Infringement of U.S. Patent 7,581,009 Against All Defendants Except Cheung)**

26           59.     Each of the foregoing paragraphs is incorporated in this Second Claim for Relief  
27 as if fully set forth herein.  
28

1           60.     On August 25, 2009, the '009 Patent duly and legally issued to Foundry under its  
2 former name of Foundry Networks, Inc. This patent is titled "Global Server Load Balancing." A  
3 copy of the '009 Patent is attached hereto as **Exhibit F** and made a part hereof.

4           61.     Brocade is the owner of the '009 Patent pursuant to an assignment from Foundry  
5 and has the right to enforce the '009 Patent, including the right to bring this suit for injunctive  
6 relief and damages.

7           62.     On information and belief, A10, Chen, Jalan, and Szeto have infringed and are  
8 infringing the '009 Patent by making, using, selling, offering for sale, and/or importing, without  
9 authority, products and services that are covered by one or more claims of the '009 Patent,  
10 including, but not limited to, the Accused Products like the AX Series products.

11           63.     On information and belief, A10 and certain of its officers and employees,  
12 including, but not limited to, Chen, Jalan, and Szeto, are aware of the existence of the '009 Patent  
13 and/or one or more of the applications underlying the patent and, despite such knowledge, A10,  
14 Chen, Jalan, and Szeto continue to willfully, wantonly and deliberately engage in acts of  
15 infringement, as that term is defined in 35 U.S.C. § 271, without regard to the '009 Patent.

16           64.     Brocade has been and continues to be damaged by the infringement by A10, Chen,  
17 Jalan, and Szeto of the '009 Patent, in an amount to be determined at trial.

18           65.     Brocade has suffered irreparable injury for which there is no adequate remedy at  
19 law and will continue to suffer such irreparable injury unless the aforementioned infringement of  
20 the '009 Patent is enjoined by this Court.

21           66.     This is an exceptional case that entitles Brocade to attorneys' fees and costs  
22 incurred in prosecuting this action under 35 U.S.C. § 285.

23                               **THIRD CLAIM FOR RELIEF**  
24                               **(Infringement of U.S. Patent 7,454,500 Against All Defendants Except Cheung)**

25           67.     Each of the foregoing paragraphs is incorporated in this Third Claim for Relief as  
26 if fully set forth herein.

27           68.     On November 18, 2008, the '500 Patent duly and legally issued to Foundry under  
28

1 its former name of Foundry Networks, Inc. This patent is titled "Global Server Load Balancing."

2 A copy of the '500 Patent is attached hereto as **Exhibit G** and made a part hereof.

3 69. Brocade is the owner of the '500 Patent pursuant to an assignment from Foundry  
4 and has the right to enforce the '500 Patent, including the right to bring this suit for injunctive  
5 relief and damages.

6 70. On information and belief, A10, Chen, Jalan, and Szeto have infringed and are  
7 infringing the '500 Patent by making, using, selling, offering for sale, and/or importing, without  
8 authority, products and services that are covered by one or more claims of the '500 Patent,  
9 including, but not limited to, the Accused Products like the AX Series products.

10 71. On information and belief, A10 and certain of its officers and employees,  
11 including, but not limited to, Chen, Jalan, and Szeto, are aware of the existence of the '500 Patent  
12 and/or one or more of the applications underlying the patent and, despite such knowledge, A10,  
13 Chen, Jalan, and Szeto continue to willfully, wantonly and deliberately engage in acts of  
14 infringement, as that term is defined in 35 U.S.C. § 271, without regard to the '500 Patent.

15 72. Brocade has been and continues to be damaged by the infringement by A10, Chen,  
16 Jalan, and Szeto of the '500 Patent, in an amount to be determined at trial.

17 73. Brocade has suffered irreparable injury for which there is no adequate remedy at  
18 law and will continue to suffer such irreparable injury unless the aforementioned infringement of  
19 the '500 Patent is enjoined by this Court.

20 74. This is an exceptional case that entitles Brocade to attorneys' fees and costs  
21 incurred in prosecuting this action under 35 U.S.C. § 285.

22 **FOURTH CLAIM FOR RELIEF**  
23 **(Infringement of U.S. Patent 7,574,508 Against All Defendants Except Cheung)**

24 75. Each of the foregoing paragraphs is incorporated in this Fourth Claim for Relief as  
25 if fully set forth herein.

26 76. On August 11, 2009, the '508 Patent duly and legally issued to Foundry under its  
27 former name of Foundry Networks, Inc. This patent is titled "Canonical name (CNAME)  
28 Handling for Global Server Load Balancing." A copy of the '508 Patent is attached hereto as



1 **Exhibit H** and made a part hereof.

2 77. Brocade is the owner of the '508 Patent pursuant to an assignment from Foundry  
3 and has the right to enforce the '508 Patent, including the right to bring this suit for injunctive  
4 relief and damages.

5 78. On information and belief, A10, Chen, Jalan, and Szeto have infringed and are  
6 infringing the '508 Patent by making, using, selling, offering for sale, and/or importing, without  
7 authority, products and services that are covered by one or more claims of the '508 Patent,  
8 including, but not limited to, the Accused Products like the AX Series products.

9 79. On information and belief, A10 and certain of its officers and employees,  
10 including, but not limited to, Chen, Jalan, and Szeto, are aware of the existence of the '508 Patent  
11 and/or one or more of the applications underlying the patent and, despite such knowledge, A10,  
12 Chen, Jalan, and Szeto continue to willfully, wantonly and deliberately engage in acts of  
13 infringement, as that term is defined in 35 U.S.C. § 271, without regard to the '508 Patent.

14 80. Brocade has been and continues to be damaged by the infringement by A10, Chen,  
15 Jalan, and Szeto of the '508 Patent, in an amount to be determined at trial.

16 81. Brocade has suffered irreparable injury for which there is no adequate remedy at  
17 law and will continue to suffer such irreparable injury unless the aforementioned infringement of  
18 the '508 Patent is enjoined by this Court.

19 82. This is an exceptional case that entitles Brocade to attorneys' fees and costs  
20 incurred in prosecuting this action under 35 U.S.C. § 285.

21 **FIFTH CLAIM FOR RELIEF**  
22 **(Infringement of U.S. Patent 7,647,427 Against All Defendants Except Cheung)**

23 83. Each of the foregoing paragraphs is incorporated in this Fifth Claim for Relief as if  
24 fully set forth herein.

25 84. On January 12, 2010, the '427 Patent duly and legally issued to Foundry under its  
26 former name of Foundry Networks, Inc. This patent is titled "Redundancy Support for Network  
27 Address Translation (NAT)." A copy of the '427 Patent is attached hereto as **Exhibit I** and made  
28 a part hereof.

1           85.     Brocade is the owner of the '427 Patent pursuant to an assignment from Foundry  
2 and has the right to enforce the '427 Patent, including the right to bring this suit for injunctive  
3 relief and damages.

4           86.     On information and belief, A10, Chen, Jalan, and Szeto have infringed and are  
5 infringing the '427 Patent by making, using, selling, offering for sale, and/or importing, without  
6 authority, products and services that are covered by one or more claims of the '427 Patent,  
7 including, but not limited to, the Accused Products like the AX Series products.

8           87.     On information and belief, A10 and certain of its officers and employees,  
9 including, but not limited to, Chen, Jalan, and Szeto, are aware of the existence of the '427 Patent  
10 and/or one or more of the applications underlying the patent and, despite such knowledge, A10,  
11 Chen, Jalan, and Szeto continue to willfully, wantonly and deliberately engage in acts of  
12 infringement, as that term is defined in 35 U.S.C. § 271, without regard to the '427 Patent.

13           88.     Brocade has been and continues to be damaged by the infringement by A10, Chen,  
14 Jalan, and Szeto of the '427 Patent, in an amount to be determined at trial.

15           89.     Brocade has suffered irreparable injury for which there is no adequate remedy at  
16 law and will continue to suffer such irreparable injury unless the aforementioned infringement of  
17 the '427 Patent is enjoined by this Court.

18           90.     This is an exceptional case that entitles Brocade to attorneys' fees and costs  
19 incurred in prosecuting this action under 35 U.S.C. § 285.

20                   **SIXTH CLAIM FOR RELIEF**  
21                   **(Infringement of U.S. Patent 7,657,629 Against All Defendants Except Cheung)**

22           91.     Each of the foregoing paragraphs is incorporated in this Sixth Claim for Relief as  
23 if fully set forth herein.

24           92.     On February 2, 2010, the '629 Patent duly and legally issued to Foundry under its  
25 former name of Foundry Networks, Inc. This patent is titled "Global Server Load Balancing." A  
26 copy of the '629 Patent is attached hereto as **Exhibit J** and made a part hereof.

27           93.     Brocade is the owner of the '629 Patent pursuant to an assignment from Foundry  
28 and has the right to enforce the '629 Patent, including the right to bring this suit for injunctive

1 relief and damages.

2 94. On information and belief, A10, Chen, Jalan, and Szeto have infringed and are  
3 infringing the '629 Patent by making, using, selling, offering for sale, and/or importing, without  
4 authority, products and services that are covered by one or more claims of the '629 Patent,  
5 including, but not limited to, the Accused Products like the AX Series products.

6 95. On information and belief, A10 and certain of its officers and employees,  
7 including, but not limited to, Chen, Jalan, and Szeto, are aware of the existence of the '629 Patent  
8 and/or one or more of the applications underlying the patent and, despite such knowledge, A10,  
9 Chen, Jalan, and Szeto continue to willfully, wantonly and deliberately engage in acts of  
10 infringement, as that term is defined in 35 U.S.C. § 271, without regard to the '629 Patent.

11 96. Brocade has been and continues to be damaged by the infringement by A10, Chen,  
12 Jalan, and Szeto of the '629 Patent, in an amount to be determined at trial.

13 97. Brocade has suffered irreparable injury for which there is no adequate remedy at  
14 law and will continue to suffer such irreparable injury unless the aforementioned infringement of  
15 the '629 Patent is enjoined by this Court.

16 98. This is an exceptional case that entitles Brocade to attorneys' fees and costs  
17 incurred in prosecuting this action under 35 U.S.C. § 285.

18 **SEVENTH CLAIM FOR RELIEF**  
19 **(Infringement of U.S. Patent 7,584,301 Against All Defendants Except Cheung)**

20 99. Each of the foregoing paragraphs is incorporated in this Seventh Claim for Relief  
21 as if fully set forth herein.

22 100. On September 1, 2009, the '301 Patent duly and legally issued to Foundry under  
23 its former name of Foundry Networks, Inc. This patent is titled "Host-Level Policies For Global  
24 Server Load Balancing." A copy of the '301 Patent is attached hereto as **Exhibit K** and made a  
25 part hereof.

26 101. Brocade is the owner of the '301 Patent pursuant to an assignment from Foundry  
27 and has the right to enforce the '301 Patent, including the right to bring this suit for injunctive  
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1 relief and damages.

2 102. On information and belief, A10, Chen, Jalan, and Szeto have infringed and are  
3 infringing the '301 Patent by making, using, selling, offering for sale, and/or importing, without  
4 authority, products and services that are covered by one or more claims of the '301 Patent,  
5 including, but not limited to, the Accused Products like the AX Series products.

6 103. On information and belief, A10 and certain of its officers and employees,  
7 including, but not limited to, Chen, Jalan, and Szeto, are aware of the existence of the '301 Patent  
8 and/or one or more of the applications underlying the patent and, despite such knowledge, A10,  
9 Chen, Jalan, and Szeto continue to willfully, wantonly and deliberately engage in acts of  
10 infringement, as that term is defined in 35 U.S.C. § 271, without regard to the '301 Patent.

11 104. Brocade has been and continues to be damaged by the infringement by A10, Chen,  
12 Jalan, and Szeto of the '301 Patent, in an amount to be determined at trial.

13 105. Brocade has suffered irreparable injury for which there is no adequate remedy at  
14 law and will continue to suffer such irreparable injury unless the aforementioned infringement of  
15 the '301 Patent is enjoined by this Court.

16 106. This is an exceptional case that entitles Brocade to attorneys' fees and costs  
17 incurred in prosecuting this action under 35 U.S.C. § 285.

18 **EIGHTH CLAIM FOR RELIEF**  
19 **(Infringement of U.S. Patent 7,716,370 Against All Defendants Except Cheung)**

20 107. Each of the foregoing paragraphs is incorporated in this Eighth Claim for Relief as  
21 if fully set forth herein.

22 108. On May 11, 2010, the '370 Patent duly and legally issued to Foundry under its  
23 former name of Foundry Networks, Inc. This patent is titled "Redundancy Support for Network  
24 Address Translation (NAT)." A copy of the '370 Patent is attached hereto as **Exhibit L** and  
25 made a part hereof.

26 109. Brocade is the owner of the '370 Patent pursuant to an assignment from Foundry  
27 and has the right to enforce the '370 Patent, including the right to bring this suit for injunctive  
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1 relief and damages.

2 110. On information and belief, A10, Chen, Jalan, and Szeto have infringed and are  
3 infringing the '370 Patent by making, using, selling, offering for sale, and/or importing, without  
4 authority, products and services that are covered by one or more claims of the '370 Patent,  
5 including, but not limited to, the Accused Products like the AX Series products.

6 111. On information and belief, A10 and certain of its officers and employees,  
7 including, but not limited to, Chen, Jalan, and Szeto, are aware of the existence of the '370 Patent  
8 and/or one or more of the applications underlying the patent and, despite such knowledge, A10,  
9 Chen, Jalan, and Szeto continue to willfully, wantonly and deliberately engage in acts of  
10 infringement, as that term is defined in 35 U.S.C. § 271, without regard to the '370 Patent.

11 112. Brocade has been and continues to be damaged by the infringement by A10, Chen,  
12 Jalan, and Szeto of the '370 Patent, in an amount to be determined at trial.

13 113. Brocade has suffered irreparable injury for which there is no adequate remedy at  
14 law and will continue to suffer such irreparable injury unless the aforementioned infringement of  
15 the '370 Patent is enjoined by this Court.

16 114. This is an exceptional case that entitles Brocade to attorneys' fees and costs  
17 incurred in prosecuting this action under 35 U.S.C. § 285.

18 **NINTH CLAIM FOR RELIEF**  
19 **(Infringement of U.S. Patent 7,720,977 Against All Defendants Except Cheung)**

20 115. Each of the foregoing paragraphs is incorporated in this Ninth Claim for Relief as  
21 if fully set forth herein.

22 116. On May 11, 2010, the '977 Patent duly and legally issued to Foundry under its  
23 former name of Foundry Networks, Inc. This patent is titled "Cookie Invalidation or Expiration  
24 by a Switch." A copy of the '977 Patent is attached hereto as **Exhibit M** and made a part hereof.

25 117. Brocade is the owner of the '977 Patent pursuant to an assignment from Foundry  
26 and has the right to enforce the '977 Patent, including the right to bring this suit for injunctive  
27 relief and damages.  
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1 not being generally known to the public or to other persons who can obtain economic value from  
2 their disclosure or use. Accordingly, the above-described information constitutes "trade secrets,"  
3 under California's Uniform Trade Secrets Act, California Civil Code §§ 3426 *et seq.*

4 126. Plaintiffs' current and former employees, including Chen, Jalan, Szeto, and  
5 Cheung, have been, and continue to be, under a duty to keep Plaintiffs' proprietary and  
6 confidential information secret, and not to use or disclose such information other than for the  
7 benefit of Plaintiffs and with Plaintiffs' authorization. The individual defendants knew or should  
8 have known that they had acquired such information under circumstances giving rise to a duty to  
9 maintain its secrecy or limit its use, and/or derived from or through a person who has such a duty  
10 and/or through improper means. Nevertheless, the individual defendants disclosed this  
11 information to A10 and other persons acting in concert with A10, and have used and are using  
12 that information, e.g., at A10 and in A10's products, including the AX series, all without the  
13 express or implied consent of Foundry or Brocade.

14 127. The Defendants acquired the above-described information from persons they knew  
15 or reasonably should have known owed a duty to Plaintiffs to maintain the information in secrecy  
16 or acquired the information through improper means. The Defendants subsequently used this  
17 information in connection with A10's business activities, in a manner adverse to Plaintiffs'  
18 business interests.

19 128. The Defendants used and are using Plaintiffs' trade secrets without Plaintiffs'  
20 express or implied consent and/or used improper means to acquire knowledge of the trade secrets.

21 129. The Defendants obtained the proprietary and confidential information described  
22 above directly or indirectly from Plaintiffs and not from generally available information or from  
23 the Defendants' own independent research and efforts.

24 130. The actions of the Defendants constitute misappropriation of Plaintiffs' trade  
25 secrets under California Civil Code §§ 3426 *et seq.*

26 131. Each of the acts of misappropriation was done willfully and maliciously by the  
27 Defendants, thereby entitling Plaintiffs to exemplary damages to be proven at trial pursuant to  
28 California Civil Code § 3426.3(c).

132. As a direct and proximate result of the Defendants' misappropriation of Plaintiffs' trade secrets, the Defendants have been unjustly enriched, and Plaintiffs have sustained damages in an amount to be proven at trial. Brocade also has suffered irreparable harm as a result of the Defendants' activities, and will continue to suffer irreparable injury that cannot be adequately remedied at law unless the Defendants, and their officers, agents and employees, and all other persons acting in concert with them, are enjoined from engaging in any further acts of misappropriation.

**ELEVENTH CLAIM FOR RELIEF**  
**(Breach Of Contract Against All Defendants Except A10)**

133. Each of the foregoing paragraphs is incorporated in this Eleventh Claim for Relief as if fully set forth herein.

134. Defendants Chen, Jalan, Szeto, and Cheung separately entered into valid contracts with Foundry.

135. The Proprietary Information and Inventions Agreement provides: "[a]t all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing." In addition, the Agreement defines "Proprietary Information" as "trade secrets, confidential knowledge, data or any other proprietary information of the Company."

136. The Agreement also states that "I hereby assign to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registerable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company."

137. The Agreement further states that "I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage

1 in any employment or business activity other than for the Company, and for the period of my  
 2 employment by the Company and for one (1) year after the date of termination of my  
 3 employment the Company I will not (i) induce any employee of the Company to leave the employ  
 4 of the Company or (ii) solicit the business of any client or customer of the Company (other than  
 5 on behalf of the Company).”

6 138. On information and belief, Chen, Jalan, Szeto, and Cheung have breached their  
 7 obligations under the Proprietary Information and Inventions Agreements by, *inter alia*, using and  
 8 disclosing Foundry Proprietary Information without Foundry’s (or Brocade’s) permission or  
 9 authorization in the development, implementation, marketing, and sale of A10’s competing  
 10 products; failing to assign to Foundry all right, title and interest in and to any and all inventions  
 11 made or conceived or reduced to practice during the period of their employment with Foundry;  
 12 using Foundry (or Brocade) Proprietary Information in the solicitation and hiring of former  
 13 Foundry and Brocade employees at A10; engaging in employment and/or business activities for  
 14 and on behalf of A10 during the period of their employment with Foundry (or Brocade) and  
 15 without Foundry’s (or Brocade’s) express written consent; inducing Foundry employees to leave  
 16 the employ of Foundry during and within one year of their respective departures from Foundry;  
 17 and/or soliciting the business of Foundry’s (or Brocade’s) customers and clients for and on behalf  
 18 of A10.

19 139. Foundry and/or Brocade have performed all of their obligations under the  
 20 Agreements.

21 140. As a result of these breaches, Plaintiffs have been damaged in an amount to be  
 22 proven at trial.

23 **TWELFTH CLAIM FOR RELIEF**  
 24 **(Intentional Interference With Prospective Economic Advantage Against All Defendants)**

25 141. Each of the foregoing paragraphs is incorporated in this Twelfth Claim for Relief  
 26 as if fully set forth herein.

27 142. Economic business relationships exist between Plaintiffs and their actual and  
 28

1 prospective customers.

2 143. The Defendants are and were aware of the existence of these relationships between  
3 Plaintiffs and their actual and prospective customers.

4 144. The Defendants engaged in wrongful conduct designed to interfere with or disrupt  
5 Plaintiffs' relationships with their actual and prospective customers, including by soliciting  
6 Plaintiffs' actual and prospective customers in violation of the agreements with Foundry;  
7 soliciting and hiring former Foundry and Brocade sales and marketing personnel in violation of  
8 the agreements with Foundry and as a result of using and disclosing Plaintiffs' trade secrets and  
9 proprietary information; using and disclosing confidential and proprietary Foundry and Brocade  
10 sales, marketing, and customer information wrongfully acquired from Plaintiffs; and denigrating  
11 the nature, performance, quality, and capabilities of Plaintiffs' technology, products, and services,  
12 as well as the direction of Plaintiffs' businesses and strengths of their prospects.

13 145. The Defendants' acts were intentional and carried out for the purpose of disrupting  
14 Plaintiffs' relationships with their actual and prospective customers.

15 146. As a result of the Defendants' intentional interference with Plaintiffs' prospective  
16 economic advantage, Plaintiffs' relationships with their actual and prospective customers were in  
17 fact disrupted and Plaintiffs have been damaged in an amount to be proven at trial.

18 147. In addition, the Defendants' conduct has permanently and irreparably harmed  
19 Brocade. Brocade is therefore entitled to injunctive relief.

20 148. The Defendants' acts and conduct to disrupt Plaintiffs' prospective economic  
21 advantage were carried out willfully, fraudulently, maliciously, and with wanton disregard of  
22 Plaintiffs' rights, thereby entitling Plaintiffs to punitive damages to be proven at trial.

23 **THIRTEENTH CLAIM FOR RELIEF**  
24 **(Intentional Interference With Contract Against All Defendants)**

25 149. Each of the foregoing paragraphs is incorporated in this Thirteenth Claim for  
26 Relief as if fully set forth herein.

27 150. On information and belief, the Defendants were aware of Plaintiffs' contracts with  
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1 their former employees, including but not limited to the individual defendants because, among  
2 other things, each individual defendant signed an agreement as a condition of employment with  
3 Foundry and were aware that the other former employees would have signed agreements as well.

4 151. The individual defendants and other former Foundry and Brocade employees who  
5 left to work for A10 breached their obligations under the Proprietary Information and Inventions  
6 Agreements by, *inter alia*, using and disclosing Plaintiffs' proprietary information without  
7 Plaintiffs' permission or authorization in the development, manufacture and sale of A10's  
8 competing products; failing to assign to Plaintiffs all right, title and interest in and to any and all  
9 inventions made or conceived or reduced to practice during the period of their employment with  
10 Foundry and Brocade; using Plaintiffs' Proprietary Information in the solicitation and hiring of  
11 former Foundry and Brocade employees at A10; engaging in employment and/or business  
12 activities for and on behalf of A10 during the period of their employment with Foundry and  
13 Brocade and without Foundry's and Brocade's express written consent; inducing Plaintiffs'  
14 employees to leave the employ of Foundry and Brocade during and within one year of their  
15 respective departures from Foundry and Brocade; and/or soliciting the business of Plaintiffs'  
16 customers and clients for and on behalf of A10.

17 152. On information and belief, the Defendants intentionally encouraged each other, as  
18 well as other former Foundry and Brocade employees who had gone to work at A10, to use and  
19 disclose Plaintiffs' proprietary information without Plaintiffs' permission or authorization in the  
20 development, manufacture and sale of A10's competing products; to fail to assign to Plaintiffs all  
21 right, title and interest in and to any and all inventions made or conceived or reduced to practice  
22 during the period of their employment with Foundry and Brocade; to use Plaintiffs' proprietary  
23 information to solicit and hire former Foundry and Brocade employees at A10; to engage in  
24 employment and/or business activities for and on behalf of A10 during the period of their  
25 employment with Foundry and Brocade and without Foundry's and Brocade's express written  
26 consent; to induce Plaintiffs' employees to leave the employ of Foundry and Brocade during and  
27 within one year of their respective departures from Foundry and/or Brocade; and/or to solicit the  
28 business of Plaintiffs' customers and clients for and on behalf of A10.

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1 were unlawfully, unfairly, and fraudulently competing with Plaintiffs when they sought to and did  
2 perform the acts described above.

3 160. The unfair practices are continuing in that the Defendants continue to solicit  
4 Brocade employees to leave Brocade and join A10; to interfere with Brocade's prospective  
5 economic relations; to use ideas, concepts, and inventions that should have been disclosed and  
6 assigned to Brocade; and to make false and misleading statements to Brocade's actual and  
7 prospective customers regarding Brocade's business, technology, products, and services.

8 161. As a direct and proximate result of this conduct, the Defendants have actually  
9 disrupted Plaintiffs' sales and customer relations and interfered with Plaintiffs' employee  
10 relations, and unjustly profited therefrom, while damaging Plaintiffs.

11 162. Accordingly, Plaintiffs are entitled to restitution and the return of any ideas,  
12 concepts, and inventions that should have been disclosed and assigned to them.

13 163. Brocade also is entitled to an injunction pursuant to Business & Professions Code  
14 § 17203 to prevent the on-going acts described above.

### 15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs prays for judgment as follows:

- 17 1. For entry of judgment against the Defendants on all Claims for Relief;
- 18 2. For an injunction preliminarily and permanently prohibiting the Defendants and  
19 A10's officers, agents, servants, employees, and all persons acting in concert with it and/or them,  
20 from directly or indirectly:
  - 21 a. Infringing, inducing the infringement of, and contributing to the infringing  
22 of each and every one of the Patents-in-suit, including, but not limited to,  
23 prohibiting the making, using, selling, and/or offering for sale within the United  
24 States, and/or importing into the United States, any products and/or services that  
25 infringe the Patents-in-suit;
  - 26 b. Acquiring, using, possessing, disclosing, conveying, or communicating to  
27 any person any of Plaintiffs' trade secret or other valuable proprietary information;
  - 28 c. Manufacturing, producing, offering for sale, selling, or conveying to any

1 person any products, systems or services produced, manufactured, or marketed  
2 using Plaintiffs' trade secrets or other valuable proprietary information;  
3 d. Inducing any current or former Foundry or Brocade employee to breach  
4 any contract, unfairly promote A10 technology using Plaintiffs' proprietary  
5 marketing information, disrupt any actual or prospective Brocade business  
6 relationship, or leave his or her employment with Brocade by and through the use  
7 of Plaintiffs' trade secrets and/or false and misleading statements regarding  
8 Brocade;

9 3. For an injunction preliminarily and permanently requiring the Defendants, and  
10 A10's officers, agents, servants, employees, and all persons acting in concert with it and/or them,  
11 to return to Plaintiffs all copies of Plaintiffs' confidential, proprietary and trade secret information  
12 in their possession, custody, and control, including without limitation, Foundry's source code,  
13 and to fully disclose, under penalty of perjury, the names and whereabouts of all persons to  
14 whom, and all entities to which, such information has been further distributed by them;

15 4. For compensatory damages in an amount according to proof;

16 5. For an award of treble damages for all claims for which treble damages are  
17 authorized, and otherwise for the maximum enhancement allowed by law;

18 6. For an award of punitive damages;

19 7. For an award reflecting the amount by which the Defendants have been unjustly  
20 enriched;

21 8. For costs of suit and reasonable attorneys' fees incurred herein;

22 9. For prejudgment and post judgment interest; and

23 10. For such other relief as the Court deems just and proper.

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1 Dated: August 4, 2010

ORRICK, HERRINGTON & SUTCLIFFE LLP

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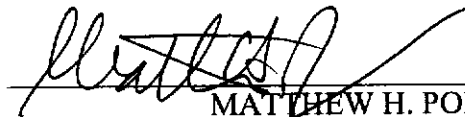
4 MATTHEW H. POPPE  
Attorneys for Plaintiffs  
5 BROCADE COMMUNICATIONS SYSTEMS, INC.  
AND FOUNDRY NETWORKS, LLC  
6

7 **JURY DEMAND**

8 Plaintiffs demand a trial by jury as to all issues so triable.

9 Dated: August 4, 2010

ORRICK, HERRINGTON & SUTCLIFFE LLP

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11 

12 MATTHEW H. POPPE  
Attorneys for Plaintiffs  
13 BROCADE COMMUNICATIONS SYSTEMS, INC.  
AND FOUNDRY NETWORKS, LLC  
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